

TO: State of Tennessee Real Estate Asset Management
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RFP.coordinator@tn.gov

LEASE PROPOSAL FORM

Agency, Office Name	Department of Children's Services (DCS) & Department of Human Services (DHS)
Principal Use Office/Warehouse/Other	Professional Office
Employee Headcount at Premises	DCS: 9 employees DHS: 10 employees
Transaction Number	DCS: TR. 17-06-930 (bid together with DHS) DHS: TR. 17-06-931 (bid together with DCS)

I hereby offer to lease space to the State of Tennessee the space offered is identified and described as follows (Address of proposed space should be the 911 Emergency Address):

Name of Building _____

911 Street Address _____

City: _____ Zip Code: _____

Building is located on:

Assessor's Map # _____ and Parcel # _____

Deed to this property is registered in:

County _____ Deed Book # _____ Page _____

(This information may be obtained at the County Register's Office and/or Tax Assessor's Office)

Owner's Name:

Owner's Address:

Owner's Form of Business: _____

Owner's Telephone Number: _____

Owner's E-Mail: _____

	<u>Offered</u>	<u>Alternates Proposed</u>
Parking Requirements	<p>____ Spaces</p> <p>Describe (reserved, unreserved, fenced, etc):</p> <p>The parking provided shall include handicap parking to meet the relevant code requirements.</p>	
Usable & Rentable Contiguous Square Footage	<p>____ USF</p> <p>____ RSF</p> <p>Proposals with square footages having a 15% deviation (up) will not be considered an alternate. The State intends "contiguous" to mean space that is adjacent including floors below or above. The space may be in a multi-level office building. The actual square footage will be determined by programming and space planning.</p>	
Special Buildout or Other Specifications	<p>Turnkey buildout in accordance with Schedule 1: DCS Preliminary Zone Placement Summary Sheet, Schedule 2: DCS Space Needs Analysis, Schedule 3: DCS Concept Study Plan, Schedule 4: DHS Preliminary Zone Placement Summary Sheet, Schedule 5: DHS Space Needs Analysis, Schedule 6: DHS Concept Study Plan, Schedule 7: Exhibit D to Lease Agreement, Schedule 8: Transaction Window Elevation and Pro Forma Pre-Bid Lease. Adherence to zone separation of each Agency is necessary.</p> <ul style="list-style-type: none"> - All State leased offices are required to obtain State Fire Marshall Office approval or waiver which is the Lessor's Duty to Obtain and Furnish to the State. - Building must include 24 hour access, appropriate HVAC, and other applicable building systems as appropriate for business operation. - Separate Restrooms for Clients and Staff - Separate Entrances for Clients and Staff 	
Term Length	Five (5) years with Two (2) 1-year renewal options.	
Commencement Date	Within 12 months of executed lease	
Termination Options	Termination for Convenience: 90 day per Block 6 of Lease. Termination for Cause: see Lease - Exhibit A, Paragraph 5.	
Rent/SF		
Utility, Services and Other Costs		

1. I, the proposer, acknowledge by my signature that:
 - a. I have received, read and understand the Lease Proposal Request and Pro Forma Lease;
 - b. That my lease proposal is made in accordance therewith or that any exceptions to the terms, conditions and specifications are fully stated below or included in a redlined Pro Forma Lease. All exceptions, including those to Exhibit D, must be stated clearly and precisely. (If additional space is required, please attach additional page and refer to Item 1.b.);

 - c. I understand the terms and conditions set forth those desired by the State;
 - d. I understand the State reserves the right to reject any and all proposals and to waive any informality in any proposal;
 - e. I understand all applicable codes must be complied with in the State's space or as required for access to or use of State space;
 - f. I will hold my lease proposal open for a period of one hundred twenty calendar days from the date of the proposal submittal deadline;
 - g. I will enter into and execute a lease, if offered, on the basis of this lease proposal and complete and sign a Supplier Direct Deposit Authorization Form and IRS W-9 Form in accordance with section 2 of Exhibit A of the Pro Forma Lease.
 - h. I will permit the State to audit the proposed net rentable area to verify the accuracy of the submitted floor plan.
 - i. I understand buildout services may be required if I am the successful proposer and that my design team will work with a Real Estate Asset Management Facilities Planner prior to any expenditure for these services in accordance with section 20 of the Exhibit A of the Pro Forma Lease.
 - j. I understand that I will be required to provide a CADD File of the proposed space within 30 days of the lease execution.

2. As required by T.C.A. Section 12-2-114, the names of any and all persons financially interested in the lease are as follows:

Name _____

Telephone Number _____

Address _____

Name _____

Telephone Number _____

Address _____

Name _____

Telephone Number _____

Address _____

Name _____

Telephone Number _____

Address _____

3. As required the following attachments are submitted with and made a part of this lease proposal:

- () Floor Plan of space proposed (1/8" = 1 foot scale)
- () Photographs of the building and site
- () Utility and telecommunication service information
- () Site location map

4. Proposers are further encouraged to submit any other supporting materials such as plans, maps, photos, etc. which they feel might be useful to the State in understanding and evaluating their proposal.

5. Proposal must be signed by a person or persons authorized to bind the Owner to a contract. Failure to complete this Lease Proposal Form may be cause for rejection of the lease proposal.

6. Conflict of Interest Disclosure: By signing below, the Proposer acknowledges, understands, and agrees that any lease shall be null and void if the Proposer or Owner is, or within the past six months has been, an employee of the State of Tennessee or if the Proposer or Owner is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

7. Name & Title of Proposer:

Proposer's Address:

Form of Business: _____

Proposer's Telephone Number: _____

Proposer's Fax Number: _____

Proposer's E-Mail: _____

Signature of Proposer: _____

Date: _____

8. Conflict of Interest Disclosure

The Proposer acknowledges, understands, and agrees that any lease shall be null and void if the Proposer is, or within the past six months has been, an employee of the State of Tennessee or if the Proposer is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

SIGNATURE

DATE

PRINTED NAME

GENERAL SPECIFICATIONS**1. General**

- a. The Leased Premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
- b. The Leased Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

2. Site

- a. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Leased Premises.

3. Structure

- a. Space above ceilings must allow sufficient clearance for ease of installation of Tenant's mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
- b. The building foundation and below grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.

4. Building Skin and Roof

- a. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built up roofing, ballast, flashing, and other elements required to make the building weather tight.

5. Building Common Areas

- a. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
- b. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Leased Premises.

6. Common Walls

- a. Common walls shall include slab to slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on Tenant side of Common Walls and demising walls prior to Tenant finishes being installed.
- b. Common walls shall include entry and exit doors from common areas furnished and installed by Landlord. Doors and hardware shall be building standard or better.

7. Electrical

- a. Landlord shall provide a minimum of 7 watts per square foot for lighting and power.
- b. Landlord shall install all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each floor in the Leased Premises. Landlord shall locate an electrical service panel in the electrical closet in the Common Area on the same floor as the Leased Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.
- c. Landlord shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.

8. Communications

- a. Landlord shall bring data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.

9. Lighting

- a. Landlord shall furnish and install lights in all common areas.
- b. Building lighting levels must meet a minimum of 30 foot candles at the desk and 20 foot-candles in corridors providing ingress and egress to the Leased Premises. Base building shall include a lighting level of at least 10 foot candles or minimum levels to insure safety in other interior areas as set by the current version of the Illuminating Engineering Society of North America (IESNA).

10. Plumbing

- a. Plumbing tie-ins shall be provided for State's use for break room or other functions required by the Permitted Use.

11. HVAC

- a. Building common areas shall include heating, ventilation, and air conditioning systems in accordance compliance with current ASHRAE standards.
- b. All HVAC for the Leased Premises shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones.

12. Building Directory

- a. If the Building has multiple tenants, Landlord shall provide a directory in the lobby of the Building.
- b. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards).

13. Keys

- a. Landlord shall supply Tenant with five (5) sets of keys at no cost. Additional keys shall be provided at Tenant's request at a reasonable cost. Keys should allow access to the Leased Premises, parking areas and other common areas of the Property.

14. Access Control

- a. Landlord shall provide new locks on all exterior doors and doors into common areas.
- b. Tenant may install card access to the Leased Premises at suite entry locations, fire stairs with access into the Leased Premises and interior doors within the Leased Premises compatible with the base building security system.
- c. Provide heavy-duty cylindrical hardware within suite and heavy duty mortised lockset at suite entry doors.
- d. Provide locksets on the following doors: offices, enclaves, communication rooms, utility rooms, storage/file rooms, network rooms.

INTERIOR BUILDOUT SPECIFICATIONS

1. Ceiling

- a. Existing ceiling tile and grid shall remain if these materials meet the Minimum Qualification Specification (Section e below) and are in good and attractive condition. Patch and repair grid as needed to accommodate demolition of walls. Replace any damaged or discolored tiles to match existing.
- b. Existing lighting shall be cleaned and re-lamped after construction. All lamps shall be the same color temperature. Coordinate the appropriate lamp color with the State.
- c. Provide 15'-20' whip at all above-ceiling junction boxes for power pole connections.
- d. Minimum ceiling heights shall be a minimum of 8 feet and be proportionate to the open area floor plate size.
- e. Acoustical Panel Ceiling Minimum Qualification Specifications:
- f. General Ceiling
 - i. Acoustical Panel Standard: Comply with ASTM E 1264.
 - ii. Metal Suspension System Standard: Comply with ASTM C 635.
 - iii. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," Comply with seismic design requirements.
- g. Acoustical Panels
 - i. Color: White.
 - ii. LR: Minimum of 0.83.
 - iii. NRC: Minimum of 0.60, Type E-400 mounting according to ASTM E 795.

- iv. CAC: Minimum of 33.
- v. Modular Size: 24 by 24 inches (610 by 610 mm) or 24 by 48 inches (610 by 1220 mm).

2. Electrical and Communication

- a. Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets as required by the Build Out Plans. All devices shall be a consistent color.
- b. Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations as required by the Build Out Plans.
- c. Provide 1 voice/data per standard workstation as required by the Build Out Plans.
- d. Provide 2 duplex power outlets and 1 voice/data per standard office as required by the Build Out Plans.
- e. Provide 2 duplex power outlets and 1 voice/data per enclave as required by the Build Out Plans.
- f. At minimum, all enclosed rooms (such as storage and file rooms) to have (2) convenience duplex power outlets as required by the Build Out Plans.
- g. Lighting and controls shall be properly zoned. Separate light switches for hardwall spaces shall be provided as required by the Build Out Plans.

3. Partitions

- a. All existing perimeter sill walls and core walls throughout space shall be freshly painted in an eggshell or satin paint finish.
- b. All new partitions to be 5/8" drywall and 3 5/8" metal studs with sound attenuation blankets inside the partition. Additional sound blankets to be provided above partitions on ceiling tile, 2'-0" on either side of all new or existing partitions not extending to the deck.
- c. Partitions around all new conference rooms, training rooms, break rooms, meeting rooms, and restrooms, shall extend to the deck. Sound attenuation blankets shall be provided inside the partition, seal all penetrations within partitions including power/data boxes and at the connection of the partition to the deck.
- d. Connections from partition to mullion will require an acoustically sealed connection.
- e. Finish partitions completely to floor.

4. Glazing

- a. All office, enclave, break room, and conference room front walls shall have a 3'-0" wide sidelite with 1/4" clear tempered glass in 2" welded hollow metal frame with a solid core door (match building standard), and etched film on 3'-0" w full height sidelights. Framing for glass sidelights and windows shall be integral with doorframes and not separated by drywall.

5. Doors and Frames

- a. Interior doors shall match building standard height and finish; at a minimum, all doors shall be solid core, 7'-0" in height.
- b. Interior doorframes shall be 2" welded hollow metal steel, painted.
- c. All hardware shall match existing building standard finish. At a minimum, all hardware shall be lever handle. All doors shall include the following: doorstops, silencers, lever hardware, mortised ball bearing hinges. All office doors shall include a coat hook. In addition, pairs of doors shall include the following as determined by function: dummy trim, closer coordinators, flush bolts, dust proof strikes, ball catch (as required).
- d. All main entrance public access doors shall be metal frame glass storefront entrance type with double-pane glass. Exterior exit doors shall be metal framed with insulated flush type metal door. All exterior doors must be equipped with commercial grade closers and hardware.

6. Finishes

- a. Doors, frames, hardware, ceiling tile and grid and lights shall be reused if approved by the State.

- b. Carpet shall be modular tiles laid with low VOC adhesives. Carpet shall generally be laid in a monolithic, ashlar or brick laid pattern. Carpet shall not be laid in a quarter turn pattern unless noted specifically.
- c. Carpet must meet the following minimum qualification specifications:
 - i. Products: All manufacturers to provide modular tile products as specified below and in addition to meeting the minimum requirements.
 - ii. Commercial Face Fibers: High performance premium branded Nylon required to be third party certified post-consumer recyclable and defined as a commercial grade nylon fiber from a carpet or fiber manufacturer nationally recognized by the flooring industry; the nylon fiber shall have a documented five (5) year minimum successful testing period; Note: OLEFIN FIBER IS NOT ACCEPTABLE.
 - iii. Pile Characteristic: Level-loop, Cut-and-loop pile, Shear-and-loop pile.
 - iv. Density: Minimum rating of 5,000 or higher.
 - v. Stitches: Minimum of 9 stitches per inch.
 - vi. Gage: 1/12 inch minimum.
 - vii. Surface Pile Weight: Minimum 20 oz. per square yard.
 - viii. Dye System: Minimum of 50% solution dyed or yarn dyed (Type 6, Type 6,6 or proven equal).
 - ix. Backing System: Provide applicable backing system based on carpet type/brand selected.
 - x. Size: 24 by 24 inches (610 by 610 mm) or larger.
 - xi. Applied Soil-Resistance Treatment: Duratech, Protech, or equal (specify with proposal).
 - xii. Antimicrobial Treatment: Manufacturer's standard material according to AATCC174.
- d. Provide 4" coved rubber base in areas specified to receive new flooring. All base shall be continuous roll base (not 4' segments).
- e. All walls to have one prime coat and 2 finish coats of eggshell or satin finish. Door and window frames shall have semi-gloss finish. Drywall ceilings shall have flat finish.
- f. Where identified as laminate finish on casework, use color core laminates for exposed surfaces for doors, drawers, counter tops and splashes. The underside of all vertical laminate panels in wet areas shall receive a laminate or pvc edge to prevent water from wicking up through laminate panel substrates. Counters and splashes shall be thoroughly caulked to walls and countertops using clear silicone caulk.

7. Break Rooms

- a. Finishes: VCT floor tile in a floor pattern using 3 different colors, plastic laminate base and wall cabinets.
- b. Provide double bowl, under mount stainless steel sink with hot/cold water.
- c. Provide dedicated outlets for refrigerators, microwaves, and (2) coffee makers. Provide (3) standard wall duplex outlets at 42" AFF in kitchen area. Provide (2) additional wall outlets at other walls for convenience purposes.

8. Copy Rooms / Areas

- a. Finishes: VCT flooring, plastic laminate base and wall cabinets, plastic laminate countertop. Cabinetry shall be sufficient to meet the needs of the Tenant at its sole discretion.
- b. Provide (2) wall duplex outlets (one circuit) and (2) voice/data outlets at 42" AFF in work area.

9. Telecom Rooms

- a. Finishes: VCT flooring, 4" rubber base.
- b. Walls shall extend to deck; no lay-in ceiling.
- c. A minimum of a half-ton (5,000 BTU's) of cooling for coverage of equipment is required. Stand-alone mechanical unit is preferred. If stand-alone is not possible, then the space should be removed from the EMS and have VAV-type controls.
- d. Provide at least a 3" conduit from the interior telecom room or non-common space to an exterior right of way or utility easement for new service provider connection. Coordinate with service provider.
- e. Each telecom room should be a minimum of 8' x 10' in size, with one room per 15,000 square feet of usable space. Telecom rooms shall align vertically if in a multiple-floor facility.

- f. Doors to telecom rooms shall open out into the corridor, if possible. If this is not possible, then locate the door in an area with minimal clearance impact.
- g. Provide at least (2) dedicated quad outlets, 110 volt, 20 amp circuits, in addition to the normal service outlets.
- h. The State cabling contractor, at State's expense, shall install a grounding bus bar and place correctly-sized conductor back to the main panel for facility personnel to connect.
- i. Telecom rooms do not include space for building/energy automation/management, life safety controls, or security, audio, or CC/CATV systems.

10. Conference Rooms

- a. All conference rooms that seat (8) people or more shall have (2) power and voice/data outlets. Larger Conference rooms of greater than (18) people shall have (4) power and (2) voice/data outlets.
- b. Lighting switching shall provide flexibility for a variety of scene configurations for different presentations and meetings. Fixtures shall provide both ambient lighting to the table as well as accent wall wash lighting at the perimeter of the room.
- c. Coordinate placement of switches, AV screens, furniture, & doors so as to avoid conflicts when components are in use.

11. Restrooms

- a. All restrooms shall be equipped with liquid soap dispensers and mirrors, and either paper towel dispensers or hand blow dryers.
- b. Provide a floor drain in each restroom.

12. Janitor Closet

- a. Finishes: VCT flooring, 4" rubber base.
- b. Provide storage for equipment, materials, and supplies, in a minimum 25 sf room.
- c. Provide service sink with hot and cold water and a floor drain.

13. Building Interior

- a. Provide (accessible) chilled drinking fountains as per code requirements. If it is deemed necessary to replace existing or incorporate additional drinking fountains, equipment shall be able to accommodate a water bottle refill component.
- b. Provide evacuation maps and other interior signage as required and requested by the State. Coordinate locations with the State.

14. Building Exterior

- a. Provide exterior canopies at all building entrances and exits, as well as a vestibule/airlock at all public entrances.
- b. Provide exterior signage and dumpster access.
- c. Hard-surface exterior walkways shall be provided to connect all Building entrances and exits to on-site parking lots or other hard-surfaced areas